REMARKS

Claims 1-26 are pending in the present application. By this Response, claims 6, 8 and 20 are amended. Claims 6 and 20 are amended to recite "wherein the network characteristics includes at least one of congestion on a network, reliability of the network, and transmissions statistics for the network." Claim 8 is amended to incorporate subject matter similar to claim 12. Reconsideration of the claims in view of the above amendments and the following remarks is respectfully requested.

I. Official Notice

Applicants respectfully submit that the Official Notice stated in the Office Action dated November 7, 2003 only stated that the USPS offers a person the option to purchase insurance when sending an item. The insurance is based on the value of the item being delivered and guarantees on-time delivery of the item(s). The insurance is used to provide the customer with a sense of security that their item will be delivered on time.

However, Applicants respectfully submitted in the Response filed February 9, 2004, that the USPS does not teach or suggest an identifying step that includes taking into account a value of an electronic document in addition to the network characteristics and that an identified value of the electronic document is received from the requestor. See claims 4, 5, 18 and 19. Additionally, Applicants respectfully submitted that the USPS does not teach or suggest where the network characteristics include at least one of congestion on a network, network traffic characteristics, reliability of the network, and transmissions statistics for the network. See claims 6 and 20. Furthermore, Applicants respectfully submitted that the USPS does not teach or suggest sending a payment to requestor in response to an inability to deliver the electronic document within a time guaranteed. See claims 7 and 21. Still further, Applicants respectfully submitted that the USPS does not base the payment on at least a number of times a party to whom insurance is being provided has been paid insurance proceeds for untimely delivery of electronic documents. See claim 12.

Because the Examiner did not traverse these arguments, Applicants respectfully submit that the USPS does not teach or suggest these features.

II. 35 U.S.C. § 103, Alleged Obviousness, Claims 1-26

The Office Action rejects claims 1-26 under 35 U.S.C. § 103(a) as being allegedly unpatentable over Kokubu (U.S. Patent No. 4,868,758) in view of Official Notice. This rejection is respectfully traversed.

As to claims 1-26, the Office Action states:

> Kokubu teaches a data communications system in which charges to deliver an electronic document over a network are provided prior to the transmission (column 1; lines 23-25). The system includes a charge table in which communication charge information is stored (column 2; lines 10-11).
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> Kokubu teaches in the packet communication network, the communication charge is determined depending on the amount of information transmitted, transmission speed and transmission distance (column 2; lines 14-17). Kokubu also teaches that the communication charge usually differs depending on a time at which the line is used, therefore the charge table stores communication charge information for respective time frames (column 2; lines 28-31).
>
> Kokubu also teaches that the communication charge is calculated based on the transmission speed determined by a communication protocol and the transmission distance (column 4; lines 43-47). Examiner notes that a communication protocol represents network characteristics. This is clearly represented by the fact that rates change depending on the time of day (i.e. more expensive during peak times, when congestion is greater on the network). Examine asserts that the only way to develop these protocols is to utilize transmission statistics for the network based on congestion and reliability.
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> Kokubu does not teach delivery insurance. However, as introduced in the prior office action and now relied upon as admitted prior art, it is old and well known for the post office to offer the option for users to purchase insurance when sending an item. The insurance is based on the value of the item being delivered and guarantees on-time delivery of the items. Insurance is used in order to provide the customer with a sense of security that their item will be delivered on time.
>
> It would have been obvious to a person of ordinary skill in the art at the time the invention was made to modify the system of Kokubu to offer the operator insurance after presenting the charge information. In this case since the charges are based on the network characteristics the insurance would also be based on this (i.e. speed and distance) as well as

> the value of the material being delivered. One of ordinary skill at the time of the invention was made would have been motivated to combine these references as taught in order to provide the customer with a sense of security that their item will be delivered on time.

Office Action dated April 20, 2004, pages 2-3.

Claim 1, which is representative of the other rejected independent claims 13, 15, and 25 with regard to similarly recited subject matter, reads as follows:

> 1. A method in a data processing system for insuring delivery of an electronic document, the method comprising:
> receiving a request from a requestor to insure delivery of the electronic document;
> responsive to receiving the request, identifying a payment amount to insure delivery based on network characteristics of a network in which the electronic document is to be transmitted to form an identified payment amount;
> sending an acknowledgment of the electronic document to the requestor, wherein the acknowledgment includes the identified payment amount; and
> delivering the electronic document in response to receiving a reply to the acknowledgment from the requestor accepting the identified payment amount.

Kokubu and the USPS, taken alone or in combination, fail to teach or suggest responsive to receiving the request, identifying a payment amount to insure delivery based on network characteristics of a network in which the electronic document is to be transmitted to form an identified payment amount. Kokubu is directed to a data communication system for calculating a communication charge to be charged when a given amount of data is to be transmitted, and display means for displaying the calculated communication charge prior to the data transmission.

The combination of Kokubu and the USPS do not show each and every element of the claimed invention. While Kokubu may teach calculating a communication charge based upon data amount, transmission speed and transmission distance, Kokubu does not teach identifying a payment amount to insure delivery based on network characteristics of a network. In fact the Office Action admits that Kokubu does not teach this feature. However, the Office Action alleges that the USPS teaches this feature. As stated in the previous response dated February 9, 2004, the insurance available through the USPS is based on the value of the item being delivered and guarantees on-time delivery of the

items. However, the USPS does not deliver electronic documents. Thus, one of ordinary skill in the art would not look to the USPS to provide for the deficiencies of Kokubu. That is, the USPS does not identify a payment amount to insure delivery based on network characteristics of a network in which an electronic document is to be transmitted.

Moreover, there is no suggestion in either the Kokubu reference or the services of the USPS to modify the references and services to include such features. That is, there is no teaching or suggestion in Kokubu or the USPS that a problem exists for which identifying a payment amount to insure delivery based on network characteristics of a network in which an electronic document is to be transmitted is a solution. To the contrary, Kokubu merely teaches charging based on data amount, transmission speed and transmission distance. The USPS does not identify a payment amount for a given delivery based on the congestion of the airways or traffic accidents that may delay trucks. Therefore, a person of ordinary skill in the art would not have found it obvious to combine Kokubu and the USPS.

One of ordinary skill in the art, being presented only with Kokubu and the USPS and without having prior knowledge of Applicants' claimed invention, would not have found it obvious to combine and modify Kokubu and the USPS to arrive at Applicants' claimed invention. To the contrary, even if one were somehow motivated to combine Kokubu and the USPS, and it were somehow possible to combine the two systems, the result would not be the invention as recited in claim 1. The result would be determination of a charge for delivery of an electronic document based on the size of the document, transmission speed, and transmission distance and determination of a charge for insurance of the deliver based upon the value of the contents of the electronic document.

With regard to claims 6 and 20, Kokubu and the USPS , taken alone or in combination fail to teach or suggest wherein the network characteristics includes at least one of congestion on a network, reliability of the network, and transmissions statistics for the network. Kokubu merely describes calculating a charge based upon transmission speed determined by the communication protocol and the transmission distance. Kokubu further states that "the transmission speed is determined by a facsimile communication protocol prior to the data communication," see column 4, lines 40-43. A communication

protocol is a set of rules determining the format and transmission of data, the format being the organization of information according to preset specifications. Thus, the transmission speed is an expected speed based upon the communication protocol in which the document is to be formatted. The speed at which the document is transmitted may be reduced further based upon the network characteristics of the network including the transmission statistics for the network. The transmission distance used by Kokubu is based upon destination telephone number and a charge table. Thus, the transmission speed and transmission distance used by Kokubu are communication format characteristics for the data and charge table information. Neither of which are transmission statistics for the network. In fact, nowhere in any section of Kokubu, are statistics gathered for the transmissions made by the Kokubu system.

Furthermore, the Examiner noted that a communication protocol represents network characteristics. Applicants, respectfully submit that a communication protocol is a set of rules determining the format of a document to be sent through a network and not a network characteristic. Also, a rule for determining a format of a document does not clearly represented by the fact that rates change depending on the time of day. Additionally, the Examiner asserted that the only way to develop these protocols is to utilize transmission statistics for the network based on congestion and reliability. Applicants respectfully submit that communication protocols such as, ftp, HTTP, and TCP/IP, were not developed utilizing transmission statistics for the network based on congestion and reliability.

In view of the above, Applicants respectfully submit that Kokubu and the USPS, taken alone or in combination, fails to teach or fairly suggest all of the features of claims 1, 6, 13, 15, 20 and 25. At least by virtue of their dependency on claims 1 and 15, neither Kokubu nor the USPS, either alone or in combination, teaches or suggests the features of dependent claims 2-7 and 16-21. Accordingly, Applicants respectfully request withdrawal of the rejection of claims 1-7, 13, 15-21 and 25 under 35 U.S.C. § 103(a).

Independent claims 9, 14, 22 and 26 recite similar features in their respective claim terminology. Claims 9, 14, 22 and 26 recite "providing insurance in response to the indication, wherein the payment is based on at least one of network traffic

characteristics, network congestion, reliability properties of the network, value of the electronic document, and statistical transmittives."

In view of the above, Applicants respectfully submit that neither Kokubu nor the USPS, either alone or in combination, teaches or suggests all of the features of independent claims 9, 14, 22 and 26. At least by virtue of their dependency on independent claims 9 and 22, neither Kokubu nor the USPS, either alone or in combination, teaches or suggests the features of dependent claims 10, 11, 23 and 24. Accordingly, Applicants respectfully request withdrawal of the rejection of claims 9-11, 14, 22-24 and 26 under 35 U.S.C. § 103(a).

Claim 12 reads as follows:

> 12. A method in a data processing system for insuring delivery of an electronic document, the method comprising the data processing system implemented steps of:
>
> receiving an indication of a payment for insurance for a timely delivery of the electronic document using a network; and
>
> providing insurance in response to the indication, wherein the payment is based on at least a number of times a party to whom insurance is being provided has been paid insurance proceeds for untimely delivery of electronic documents. (emphasis added)

Kokubu and the USPS, taken alone or in combination, fail to teach or suggest identifying a payment amount to insure delivery based on network characteristics of a network in which the electronic document is to be transmitted to form an identified payment amount and based on at least a number of times a party to whom insurance is being provided has been paid insurance proceeds for untimely delivery of electronic documents. Kokubu is directed to a data communication system for calculating a communication charge to be charged when a given amount of data is to be transmitted, and display means for displaying the calculated communication charge prior to the data transmission.

While Kokubu may teach calculating a communication charge based upon data amount, transmission speed and transmission distance, Kokubu does not teach identifying a payment amount to insure delivery based on network characteristics of a network in which the electronic document is to be transmitted to form an identified payment amount and based on at least a number of times a party to whom insurance is being provided has

been paid insurance proceeds for untimely delivery of electronic documents. The Office Action admits the Kokubu does not teach delivery insurance; however, alleges that the USPS teaches delivery insurance, which is based on the value of the item being delivered and guarantees on-time delivery of the items.

The USPS does not provide insurance based on network characteristics of a network in which the electronic document is to be transmitted to form an identified payment amount and based on at least a number of times a party to whom insurance is being provided has been paid insurance proceeds for untimely delivery of electronic documents. Neither of the references teaches providing insurance based upon on at least a number of times a party to whom insurance is being provided has been paid insurance proceeds for untimely delivery of electronic documents.

One of ordinary skill in the art, being presented only with Kokubu and the USPS and without having prior knowledge of Applicants' claimed invention, would not have found it obvious to combine and modify Kokubu and the USPS to arrive at Applicants' claimed invention. To the contrary, even if one were somehow motivated to combine Kokubu and the USPS, and it were somehow possible to combine the two systems, the result would not be the invention as recited in claim 1. The result would be an insured delivery of an electronic document based on based upon the size of the document, transmission speed, and transmission distance.

In view of the above, Applicants respectfully submit that neither Kokubu nor the USPS, either alone or in combination, teaches or suggests all of the features of claim 12. Accordingly, Applicants respectfully request withdrawal of the rejection of claim 12 under 35 U.S.C. § 103(a).

Independent claim 8 recites similar features in its respective claim terminology. Claim 8 recites "receiving a request from a requestor to insure delivery of the electronic document, wherein the insurance of delivery is based on at least a number of times a party to whom insurance is being provided has been paid insurance proceeds for untimely delivery of electronic documents."

In view of the above, Applicants respectfully submit that neither Kokubu nor the USPS, either alone or in combination, teaches or suggests all of the features of

independent claim 8. Accordingly, Applicants respectfully request withdrawal of the rejection of claim 8 under 35 U.S.C. § 103(a).

III. Conclusion

It is respectfully urged that the subject application is patentable over the prior art of record and is now in condition for allowance. The Examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the Examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

Respectfully submitted,

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